

**Bargaining Contract
Paraprofessionals
2006-2007**

Article 1

RECOGNITION

- 1.01 Pursuant to certification by the Public Employment Relations Board of the State of Iowa, Case No. 5388 dated March 8, 1996 the employer agrees to recognize and does hereby recognize, the Union as the exclusive agency for all the employees of the Mason City Community Schools defined as all full and regular part-time para-professionals.

INCLUDED: All full and regular part-time para-professionals.

EXCLUDED: Supervisory employees including the Director and the managers, academic employees, clerical employees, maintenance and operations employees, confidential employees, audio-visual and media operator technicians, food service department employees and all others excluded by the Act.

- 1.02 The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the Bargaining Unit covered hereby unless it be through duly authorized representatives of the Union.

DEFINITIONS:

1. The term "school district," as used in this Agreement, shall mean the Mason City Community Schools, in the County of Cerro Gordo, State of Iowa, its Board of Directors; or its duly authorized representatives.
2. The term "Union", as used in this Agreement, shall mean Teamster Local 238 or its duly authorized representatives.
3. The term "employee," as used in this Agreement, shall mean all persons described in the bargaining unit.
4. The term "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work 25 hours per week, 9 months per year.
5. The term "regular part-time employee," as used in this Agreement shall mean all persons who regularly work less than 25 hours per week, 9 months per year.
6. The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Mason City Community School District or designee.

Article 2

DUES DEDUCTION/CHECKOFF

- 2.01 The employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require authorization by the employees, the same is to be furnished by Union to Employer in the form required.
- 2.02 Union agrees to indemnify and hold harmless Employer, each individual Board member and Administrators against all claims, costs, suits or other forms of liability and costs including Court costs arising out of the application of the foregoing dues deduction provisions.

Article 3

MANAGEMENT RIGHTS/SCOPE OF NEGOTIATIONS

- 3.01 The management of the schools and the direction of the working forces including all the responsibilities, powers and authority which the Employer had prior to the signing of this Agreement (such as, by way of example and not by way of limitation), the right to select and hire, to promote or discipline, to direct the work force, the scheduling of work, the source of supplies and services, the location of schools, the schedule of hours and shifts, the methods, processes, and means of and right to establish rules of school conduct) except such as are specifically relinquished or modified herein, are the sole and exclusive rights and responsibilities of the Employer.

Article 4

SENIORITY

- 4.01 Seniority," as used in this Agreement, means the regular full-time or regular part-time employees' length of continuous service with the District from date of hire, conditioned upon completion of the Probationary Period. Seniority shall be deemed broken by discharge, voluntary quit, retirement, and failure to return upon recall or expiration of leave of absence or unexcused absence in excess of three working days or more than one year lay off.
- 4.02 Probationary Period - A new employee employed as a regular full-time or a part-time employee shall work under the provisions of this Agreement but shall be considered as a probationary employee until they shall have worked for the District a period of 90 calendar days. Probationary employees shall be entitled to the same fringe benefits under this Agreement as non-probationary employees. During the probationary period such employees may be discharged without further recourse. Upon completion of the probationary period, the employee shall be placed upon the regular seniority list as of date of hire.

Article 5

ASSIGNMENT, ORIENTATION, AND WORK PRACTICES

5.01 The Work Day

At least thirty minutes of unpaid time for a lunch break shall be included in the work day.

When the work day is less than eight hours, one paid fifteen-minute break shall be provided for each period of four consecutive hours of work.

5.02 Employee Evaluations

The work of employees is formally evaluated each year. The evaluation shall be reviewed with each employee. This standard is part of the state regulation for paraprofessional employees.

5.03 Non-Scheduled Days

Paraprofessionals will not report for work on days when school is not in session unless required attendance is mandated for an inservice program or at the discretion of a principal.

5.04 After school starts and classes are canceled due to weather or classes are delayed due to adverse weather conditions, the paraprofessionals will be given credit for an entire work day. If weather forces classes to be canceled before school starts, no credit will be given for that day.

5.05 Comp Time Usage

The principal and employee will make an effort to agree how the comp time will be used so the needs of the various programs are met as well as the concerns of the employee. The building principal will then authorize use of the comp time.

5.06 When a pay day falls on a weekend or holiday, the payroll will be distributed the next work day.

Article 6 BENEFITS

6.01 Worker's Compensation Benefits

All paraprofessional employees are covered by Worker's Compensation Insurance. This insurance provides coverage for medical expenses and disability compensation for accidents occurring while the employee is on the job. All accidents that occur while on duty are to be reported to the employee's immediate supervisor at the earliest possible moment. There is a three-day waiting period between the onset of the accident and the beginning of compensation benefits. Worker's compensation insurance provides approximately 80% of take home spendable earnings. Any worker's compensation payments received as a result of an on-the-job accident will be deducted from sick leave pay. The employee's accumulated sick leave will be reduced proportionate to the supplemental payments.

6.02 Life and Major Medical Insurance Benefits

Paraprofessional personnel regularly employed for 25 hours or more per week are provided, at district cost, \$15,000 term life insurance and employee major medical insurance coverage (Alliance Select). **\$500/\$1,000 deductible**

Such insurance shall be effective on the first day of the calendar month coinciding with or next following the employee's date of employment with the district. Insurance will terminate on the last day of the calendar month in which employment terminates, or the date an employee is no longer eligible. Health insurance may be continued by an employee at his/her own cost after retirement.

6.03 Income Protection Insurance Benefits

Regularly employed personnel working 25 hours per week or more, will receive 60% of their annual salary if they become disabled. There is a waiting period of 90 days before this coordinated benefit goes into effect. The minimum monthly benefit of this coverage is \$50 while the maximum benefit is \$3,000 per month.

6.04 Payroll Deductions

There are two types of payroll deductions, mandatory and optional. The mandatory deductions are federal social security (F.I.C.A.), Iowa Public Employee Retirement Act (IPERS), federal income taxes and state income taxes. Optional deductions consist of United States Series "E" savings bonds, life and major medical insurance for dependents, tax-sheltered annuity, A.C.E. Credit Union, and contributions to United Way of North Central Iowa. Any questions about the payroll and payroll deductions should be directed to the Business Office.

6.05 Employee Assistance Program

The Employee Assistance Program (EAP) of the Mason City Community School District is an additional support for employees to resolve personal, family, or job-related problems. A district brochure has the phone number and the contact person to seek assistance. This confidential, non-intrusive objective assistance is contracted with an off-site provider. The only information received by the district is the number of employees who have availed themselves of the program.

6.06 Wellness Program

The wellness program is provided by the district to support a healthy lifestyle among school district employees. Programs and classes are available to all personnel.

Article 7

SICK LEAVE BENEFITS

7.01 Sick Leave Benefits

Paraprofessional personnel are entitled to sick leave allowance of full salary for 17 days for each year of employment, cumulative to a maximum of 130 days.

Employees may be required to certify an absence on a form provided by the administration. For an absence of more than three consecutive days, the supervisor may require the employee's certification be supported by a doctor's verification.

An employee returning from leave-of-absence without pay after the accrued sick leave benefits have expired will be placed in the employee's former position if available. If the former position is not available, re-employment may be to any available position for which the employee is qualified as determined by the personnel director.

Section 8

LEAVES

8.01 Bereavement Leave

In the event of death in the immediate family, employees covered by this Agreement may be granted a leave of absence with pay of up to five (5) working days at the time of such death. Family as used in this paragraph is defined to mean father, mother, brother, sister, son, daughter, husband, wife, grandparents, grandchildren of the employee or the employee's spouse including step relationships of the family. This leave is not cumulative. Employee will give a reasonable notice to their supervisor as soon as need for such leave is known.

8.02 A total of one (1) full day or two (2) half days per year will be granted to employees to attend the funeral of any relative or close friend not listed in 8.01.

8.03 Personal Day

One (1) personal day or two (2) half days per year will be granted to employees with the approval of the building principal.

8.04 Emergency Leave

Emergency leave with pay may be granted to a paraprofessional employee at the discretion of the Superintendent and designee. The permission to use this leave may be granted after the reason or set of unusual circumstances have been reviewed by the principal.

8.05 Leave Without Pay

An employee may request leave without pay where salary and benefits will be deducted.

8.06 Family Illness Leave

Three (3) days or six (6) half days per year will be granted to employees for a family illness leave for members of the immediate family.

8.07 Jury Duty

Paraprofessional employees selected to serve on a jury or as a witness in court proceedings will continue to receive their regular salary, provided income (except for travel and subsistence payments) received for jury duty is turned over to the school district. In the event income from such duty exceeds regular wages, the employee may elect to reject the school check. An absence slip shall be filed along with a statement from the court or attorney showing dates served and money paid.

Article 9

HEALTH

9.01 Medical Examinations

Prior to employment, employees shall have a medical examination certifying the fitness needed to perform assigned tasks. The cost of the exam for paraprofessional personnel is reimbursed up to \$75. Written report of the examination is to be filed with the Director of Personnel.

When requested by the Superintendent, employees whose fitness to perform assigned tasks is in doubt shall complete a required medical examination with costs for such examination paid by the district.

If the medical examination requirement is not met within 30 days of the notification of the requirement, a warning will be given. The employee will be given an additional thirty (30) days to obtain the medical examination. Failure to comply by the seventy-fifth (75th) calendar day following the anniversary date of the medical exam will result in forfeiture of entitlement to any reimbursement of medical exam costs. Personnel may be placed on leave of absence without pay pending completion of the medical exam requirements.

Article 10

STAFF REDUCTION

10.01 Reduction in Personnel

When in the judgment of the Superintendent and the administrative staff, it becomes necessary to reduce or otherwise adjust the number of employees, the factors to be considered are:

- a. Normal attrition
- b. Employees in the Introductory Period

Within the above groups, the designation of which employees shall be reduced shall be made by the Superintendent or his/her designee, taking into consideration the needs of the district combined with individual qualifications matched to the assignments as determined by the Superintendent or his/her designee.

Normally the least senior person would be considered first for reduction within each group; however, exceptions to this procedure shall be made when it is determined by the Superintendent or his/her designee that to terminate a specific employee would create undesirable effects on the operation of the district. When an exception has been exercised, the Superintendent will notify the president of the paraprofessional group and the union of that exception.

10.02 Recall Rights

An employee laid off pursuant to this procedure shall have recall rights from the effective date of the employee's layoff with a one-year time limit from the notification of lay-off date.

If a position is eliminated and the individual holding that position is not laid off following the staff reduction procedures outlined above, that employee shall be reassigned. Every effort shall be made to match the qualifications of the employee with available positions.

Article 11

TRANSFER PROCEDURES

11.01 Definition

A paraprofessional in the Mason City School District is classified as an Educational Aide in the state statute.

By assignment, a paraprofessional could be working in a media center, a regular elementary classroom, or a special education classroom.

11.02 Training

Certain "assigned" positions require additional training in order to work with the students. District personnel will assist with this training.

11.03 Vacancies

Notice of postings of available paraprofessional positions will be placed in the buildings for a 5 working day period. The pool of candidates for any position will include all those employees currently employed.

11.04 Qualifications

The final selection will be based on the individual's ability to do the job. Interviews will be granted to all currently employed staff. Seniority, in addition to qualification for the position, will be considered by the administration in the hiring process.

Article 12

IN-SERVICE TRAINING

12.01 Inservice Training

Paraprofessional employees will be given opportunities to upgrade their skills and broaden their understanding of the new technologies in the paraprofessional field.

Article 13

GRIEVANCE PROCEDURE

13.01 In this Agreement, the term "grievance" means a claim that there has been a violation, misinterpretation or misapplication of any applicable provision of this Agreement.

13.02 In order to try to resolve grievances at the lowest level, the employee will first discuss the matter informally with their Principal.

If the grievance is not settled, employee may then discuss the matter informally with the Director of Personnel.

13.03 If the grievance is still not settled, it shall be reduced to writing and submitted to the Superintendent or designee within fifteen working days following the decision reached at the second discussion. The Superintendent or designee shall give a written decision within fifteen working days.

13.04 If the parties reach an agreement at any Level above, whether formal or informal, the matter shall be deemed fully and finally resolved. If a decision is not made by the

Administrator within fifteen working days (informal) or fifteen working days (formal), the matter will be deemed to be fully and finally resolved in favor of the employee. The employee must initiate these procedures within fifteen working days following the event or condition giving rise to the grievance and if employee does not do so, or if employee fails to appeal an adverse decision to the next higher level within fifteen working days after such a decision, the grievance shall be deemed to be fully and finally resolved in favor of Employer.

- 13.05 Arbitration: If the grievance has not been settled at any of the above Levels and the Union decides to submit the same to arbitration, then within fifteen working days, the Union shall so notify Employer. The Union Business Representative or designee and the Superintendent of Schools or designee shall meet and endeavor to agree upon a single or neutral arbitrator. If they cannot agree within three (3) working days either party may request the PER-Board to provide a list of five (5) qualified arbitrators. The parties shall then determine by lot who shall first strike a name from the list, the loser striking the first name, the winner striking the fourth name. The fifth name remaining shall be the arbitrator. The arbitrator so chosen will schedule and call such meetings as are necessary to hear and adjudicate the grievance.
- 13.06 With the approval of the Superintendent, an employee may take time off from the work day to process a grievance, however, the employee shall not be paid for such time off except when a Grievance Meeting is called by the Superintendent during working hours.
- 13.07 The arbitrator shall have no power or authority to amend, add to, modify, expand, or in any other way change any provisions of the Agreement. The decision of the arbitrator shall be within the authority herein granted, according to law, in writing and shall include the reason for each finding and conclusion and shall be rendered within ten (10) days following the date of the last Hearing, unless an extension is agreed upon by both parties. The decision of the arbitrator shall be final and binding on the parties.
- 13.08 Fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for any other costs incurred or related to the respective party's participation in the grievance procedure.
- 13.09 The contracting parties agree that as a part of the consideration of this Agreement,, any and all disputes arising out of the interpretation of and adherence to the provisions of this agreement and any and all claims, demands, or actions growing either from or involved therein shall be by the contracting parties settled and determined exclusively by the grievance and arbitration procedure and set forth herein before.

Article 14

IMPASSE PROCEDURES

- 14.01 Impasse procedures shall be that as set forth and provided for in Chapter 20 of the Code of Iowa, which Chapter is entitled "Public Employment Relations (Collective Bargaining) and any amendments thereto, as the same may be in effect at the time that impasse is had and impasse procedure under this contract shall be governed by the procedures provided for in said Chapter.

Article 15

NONDISCRIMINATION

- 15.01 Neither the Employer nor the Union shall discriminate against an employee because of race, color, creed, sex, national origin, or age. Wherever the male gender is used in the Agreement, it shall also include the female.
- 15.02 After a disabled individual is employed, the Employer shall not be required under this Chapter to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. (Section 601A.13 Code of Iowa 1977 as amended)

Article 16

STEWARDS

- 16.01 The employer recognizes the right of the Union to designate job stewards from the membership of this bargaining unit to represent the Union under this agreement.

Article 17

COMPLIANCE CLAUSES AND DURATION

- 17.01 Severability: If any provision of this Agreement shall be declared illegal by the Court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions declared invalid, shall remain in full force and effect.
- 17.02 Duration Period: This agreement shall remain in full force and effect from midnight on August 1, 2006 and shall continue in effect until midnight on July 31, 2007.
- 17.03 Notice: Whenever any Notice is required to be given by one party to the other, either party shall do so by certified mail at the following designated addresses, or at such other address as may be subsequently designed at in writing to the other party:
- (a) If by Union to Employer:
Mason City Community School District
ATTENTION: Superintendent
1515 South Pennsylvania Avenue
Mason City, Iowa 50401
 - (b) If by Employer to Union:
ATTENTION: Ron Wheeler
404 15th Street N.W.
Mason City, Iowa 50401

Signature Clause: IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective representatives on the day and year stipulated.

MASON CITY COMMUNITY
SCHOOL DISTRICT

TEAMSTERS LOCAL UNION NO. 238

By [Signature] Pres.

By [Signature] Supt.

By [Signature: Ron Wheeler]

Its [Signature: B/A]

Article 18
Paraprofessional Salary Schedule
2006-2007

Step 1 (1 st year)	\$10.00
Step 2 (2 nd year)	\$10.15
Step 3 (3 rd year)	\$10.30
Step 4	\$10.45 after 7 completed years
Step 5	\$10.65 after 12 completed years
Step 6	\$10.75 after 17 completed years
Step 7	\$10.85 after 20 completed years